MYSORE DISTRICT.

Notification dated 2nd May 1929.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each depot under the following conditions:—

Name of Depot	Place of Sale	Date	Quantity		Remarks
			Teak	Other kinds	
Hunsur ...	Hunsur ...	25th May 1929	1,500 C.ft.	500 C.ft.	More or less
Woodyard, Mysore	Mysore ...	28th Do	1,000 „	...	
			Sawn 400 C.ft.	1,500 „	
			Reepers 5,000 R.ft.	...	
Begur Sale Depot ...	Begur ...	29th Do	Teak Parodes	...	
Hampapur Sale Depot.	Hampapur ...	1st June 1929	1,700 C.ft.	...	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for immediately after the sale is concluded.

8. If the amount is not fully paid for by the purchaser as specified above the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 3rd May 1929.

Tenders will be received by the District Forest Officer, Mysore District, at the District Forest Office, Mysore, up to 4 P.M.; on the 5th June 1929, for the carting of prepared sandalwood from the Hunsur and Mysore Sandal Koties to the Sandal Oil Factory, Mysore, during the years 1929-32.

N.B.—(i) The approximate quantity of wood to be carted is 200 tons from each of the Koties which may be increased at the discretion of the District Forest Officer.

(ii) Carting includes weighing out the sandalwood intended for despatch counting billets and loading them into carts, unloading the wood from carts at the factory for weighment.

(iii) In the case of chiltas, it also includes, preparation of double bags, filling chiltas in bags and duly stitching them afterwards.

2. Tender should be registered, insured and superscribed as "*Tender for the carting of Sandalwood from the Hunsur Koti or from the Mysore Koti (wood yard, Mysore) to the Sandalwood Oil Factory, Mysore.*" The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes. The rate to be quoted should be per ton of wood.

3. The Chief Conservator of Forests will be at liberty to accept or reject the lowest tender without assigning any reason therefor.

4. Within 15 days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 200 including the initial deposit in clause 2 above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Mysore District, and execute an agreement binding himself to observe the following conditions :—

Conditions.

(*a*) That he will be ever ready during the period of contract to provide the required number of carts for the despatch of sandalwood whenever called upon.

(*b*) That in case of failure on his part to furnish the required number of carts at the required time, the officer in charge of the Koti may make his own arrangements for despatch of the wood ; making the contractor liable to pay up the extra cost if any that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer, on account of such default.

(*c*) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the Department for the loss so sustained.

(*d*) That all the loaded carts will leave the Koti at the same time and move on in one batch under the supervision of the Departmental subordinates to be deputed to guard the consignment.

(*e*) That the cartmen do not smoke either in the Koti or while the sandalwood is under transit and that in case of danger to the sandalwood by fire, the contractor will be liable to the Department for damages.

(*f*) That his coolies and cartmen will submit to the disciplinary measures that may have to be enforced by the Koti Officer during the working hours.

(*g*) That for failure to fulfil all or any of the foregoing conditions the contractor will be liable for such fine as the District Forest Officer at his discretion may levy forfeiting the security deposit to Government.

(*h*) Fractions of a rupee in the totals of bills amounting to Rs. 25 or more will be rounded to the nearest rupee. The totals of bills less than Rs. 25 will be rounded to the nearest anna.

Notification dated 3rd May 1929.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Mysore District, Mysore, up to 4 P.M., on the 5th June 1929, for collecting rough, dressing and preparing dead sandalwood and ground-hidden roots in all the ranges of the District and carting the same to the Koties during the years 1929-32 as detailed in the sub-joined table :—

Sl. No.	Name of Range	Tons	Where to be carted	Remarks
1	Mysore, Mandya Seringapatam taluks	35	Mysore Koti	More or less. The quantities noted here are for each year and not collecting for three years.
2	Gundlupet	80		
3	Hediyal	35		
4	French Rocks	10		
5	Amurmarigudi	15	Hunsur Koti	
6	Begur	3		
7	Kakankote	2		
8	Heggaddevankote	70		
9	Hunsur	100		
10	Chamarajnagar	50	Chamrajnagar Railway Station.	
	Total	400		

1. The contract will be for three years ending with 30th June 1932.

2. Tenders may be submitted either separately for each Range or for any number of Ranges together and should specify the rate per ton offered separately for sandalwood and separately for ground-hidden roots.

3. Each tender must be accompanied by a deposit of Rs. 50 (Rupees fifty) for each range in currency notes as earnest money, in default of which, the tender will be rejected. Covers containing the tender should be addressed to the District Forest Officer, Mysore District, Mysore, duly registered, insured and superscribed "TENDER FOR THE COLLECTION AND CARTING OF SANDALWOOD AND GROUND-HIDDEN ROOTS."

4. The final acceptance of any tender will rest with the Chief Conservator of Forests who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated here below within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*.

Conditions.

(*a*) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which, the holders are not entitled to the sandalwood either by sannads or Judicial decrees.

(*b*) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead, fallen, and decaying sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible, be used in the uprootal and rough preparation of sandal wood.

(*d*) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be carted to the koti. Each consignment to the koti shall be covered by a passport issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December and the balance by the 30th June of each official year.

(*f*) The successful tenderer shall see that no injury is caused to the State Forest or property situated therein in the course of his operations and in the event of any such thing occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and carting of sandalwood to the koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) For the breach of any or all of the above conditions the contractor shall forfeit the earnest money referred to in para 7 *supra* and the portion of moneys due to him for collection and carting of sandalwood made and not disbursed.

(*i*) Payment of charges shall be made as per procedure now in practice upon the sandalwood and ground-hidden roots received in the koti and duly weighed out there and for which koti receipt is produced. Fractions of a rupee in the totals of bills amounting to Rs. 25 or more will be rounded to the nearest Rupee. The totals of bills less than Rs. 25 will be rounded to the nearest anna.

RESALE OF TIMBER.

Notification dated 2nd May 1929.

The timber of the defaulting purchasers will be resold by public auction at the following depots by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each depot under the following conditions:—

Sl. No.	Range	Name of depot where timber is available	Date of sale	Place of sale
1	Hunsur Range ...	Periyapatna ...	23rd May 1929 ..	Periyapatna
2	Do ...	Hunsur ...	25th do ..	Hunsur
3	Mysore Range ...	Woodyard, Mysore ...	28th do ...	Woodyard, Mysore
4	Begur ,, ..	Begur	29th do ..	Begur
5	Manchegowdanhalli	Manchegowdanhalli ...	30th do ..	Manchegowdanhalli
6	Begur Range ..	Antharsanthe ...	31st do ...	Antharasanthe
7	Hediyal Range ..	Nanjangud ...	3rd June 1929 ...	Nanjangud

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

6. After conclusion of the sale, each purchaser shall pay the full amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

5. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. If the amount is not fully paid for by the purchaser on the sale date, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser.

8. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot.

9. Timber purchased shall be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

10. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

11. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitle to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. NARAYANA RAO,
District Forest Officer.

BHADRAVATI DIVISION.

Tender Notification dated 29th April 1929.

Sealed tenders will be received at the office of the District Forest Officer, Bhadravati Division, Bhadravati, up to 2 P.M. on the 18th May 1929, for the right of collection and removal of big and small bamboos in the undermentioned State Forests of the Division for the calendar year 1929 :—

Name of Sub-Division	Name of range	Name of forest	Description of block	Minimum quantity to be purchased		Remarks
				Big bamboos	Small bamboos	
Narasimharajpura Sub-Division.	Narasimharajpura in Kadur District.	Malandurgudda ..	..	5,000	10,000	Except Carate all other bamboos.
		Aramballi ..	..	3,000	20,000	
		Kusgal ..	..	..	5,000	
		Megaramakki ..	..	..	5,000	
		Muduguni ..	..	..	5,000	
	Umblebyle in Shimoga District.	Aldhara ..	..	..	20,000	
			Total ..	8,000	65,000	

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rates should be per one thousand written distinctly in words as well as in figures.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Within fifteen days from the date of receipt of the intimation regarding the acceptance of the tender, the tenderer whose tender is accepted shall pay up the full lease amount together with the local cess at Re. 0-1-0, railway cess at Re. 0-0-3 in the case of Shimoga District and 0-0-6 in the case of Kadur District and Education cess at Re. 0-0-6 (per rupee) on the entire lease amount and also deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the conditions of the contract and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at the risk of the defaulter. He will be liable for the loss if any that may result by such resale or departmental working which will be recoverable from him as an arrear of Land Revenue but he shall not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract after the period of contract is over.

The following are the further conditions to which the contractor should bind himself :—

CONDITIONS.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1929.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period he shall pay for the excess quantity at tender rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

K. REVANNA,
District Forest Officer.